#### **COLUMBUS CONSOLIDATED GOVERNMENT**

Georgia's First Consolidated Government



#### FINANCE DEPARTMENT

**PURCHASING DIVISION** 

100 TENTH STREET, P. O. Box 1340 COLUMBUS, GEORGIA 31902-1340 706-225-4087, FAX 706-225-4109 BIDLINE 706-225-4536 www.columbusga.org

Date: December 15, 2022

INVITATION FOR QUOTATIONS: PQ NO. 23-0010	Qualified vendors are invited to submit sealed bids, subject to conditions and instructions as specified for the furnishing of:  HISTORIC BUS EXTERIOR RESTORATION AND REPAINTING
GENERAL SCOPE	These specifications define the requirements for the exterior restoration and repainting of one (1) historic, vintage bus which is operated by METRA Transit System as the stationary "Freedom Express Bus Museum".
DUE DATE	DECEMBER 28, 2022 – 2:30 PM (EASTERN) Responses must be submitted via DemandStar on or before the due date. A virtual opening will be held during the 3:00 PM hour of the due date. Responding vendors are not required but are invited to attend the opening.  If you wish to attend the virtual opening, use one of the Microsoft Teams meeting options: Click here to join the meeting or call in (audio only) +1 478-239-0725,,855808406# United States, Macon Phone Conference ID: 855 808 406# Find a local number   Reset PIN. Note: Columbus Consolidated Government is not responsible for technical issues that may arise during the virtual opening.
SUBMISSION REQUIREMENTS	See APPENDIX B for Submission Requirements, Submission Requirements Checklist, and DemandStar Registration and Submission Instructions.
ADDENDA  "NO QUOTE"	IMPORTANT INFORMATION  Any and all addenda will be posted on the Purchasing Division's web page, at <a href="https://www.columbusga.gov/finance-2/bid-opportunities">https://www.columbusga.gov/finance-2/bid-opportunities</a> . It is the vendors' responsibility to periodically visit the web page for addenda before the due date and prior to submitting a quote.
RESPONSE	Refer to the form on <b>page 3</b> if you are not interested in this invitation.

Andrea J. McCorvey Purchasing Division Manager

## IMPORTANT INFORMATION e-Notification

The City uses the Georgia Procurement Registry e-notification system. You must register with the Team Georgia Market Place/Georgia Procurement Registry to receive future procurement notifications via <a href="https://doas.ga.gov/state-purchasing/supplier-services/getting-started-as-a-supplier">https://doas.ga.gov/state-purchasing/supplier-services/getting-started-as-a-supplier</a>.

If you have any questions or encounter any problems while registering, please contact the Team Georgia Marketplace Procurement Helpdesk:

Telephone: 404-657-6000 Fax: 404-657-8444

Email: <u>procurementhelp@doas.ga.gov</u>

#### STATEMENT OF "NO QUOTE"

#### Complete and return this form immediately if you do NOT intend to Quote:

Email: <u>bidopportunities@columbusga.org</u>
Mail: Columbus Consolidated Government

Purchasing Division P.O. Box 1340

Columbus, GA 31902-1340

We, the undersigned decline to bid on your **PQ No. 23-0010**, for **Historic Bus Exterior Restoration and Repainting** for the following reason(s):

Specifications too "tight", i.e. geared toward on There is insufficient time to respond to the Invit. We do not offer this product or service.  We are unable to meet specifications.  We are unable to meet bond requirements.  Specifications are unclear (explain below).  We are unable to meet insurance requirements.  Other (specify below)	tation for Quotations.
Remarks:	
COMPANY NAME:	
AGENT:	
DATE:	
TELEPHONE NUMBER:	
EMAIL ADDRESS:	

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#### PQ - GENERAL PROVISIONS

THESE GENERAL PROVISIONS SHALL BE DEEMED AS PART OF THE SPECIFICATIONS.

The provisions of the Procurement Ordinance for the Consolidated Government of Columbus, Georgia as adopted and amended by Council shall apply to all invitations and award of all contracts and is specifically incorporated herein by this reference. A copy of the ordinance is on file in the Purchasing Division.

- **1. TERM "CITY"**. The term "City" as used throughout these documents will mean Consolidated Government of Columbus, Georgia.
- 2. PREPARATION OF FORM. Responses shall be submitted on the forms provided by the City. All figures must be written in ink or typewritten. Figures written in pencil or erasures are not acceptable. However, mistakes may be crossed out, corrections inserted adjacent thereto, initialed in ink by the person signing the proposal. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Failure to properly sign forms, in ink, will render response incomplete.
- **3. EXECUTION OF THE PRICE QUOTE.** Execution of the price quote will indicate the vendor is familiar and in compliance with all local laws, regulations, ordinances, site inspections, licenses, dray tags, etc.
- **4. QUOTE DUE DATE**. The quote submission must arrive in the Purchasing Division on or before the stated due date and time. Upon receipt, quotes will be time and date stamped. Quotes will remain sealed and secured until the stated due date and time for the PQ opening.
- 5. QUOTATION RECEIPT AND OPENING. Sealed Quotations shall be opened publicly in the presence of one or more witnesses at the time and place stated in the public notice. The amount of each quotation, the bidder's name and such other relevant information as the Purchasing Manager deems appropriate shall be recorded and retained in accordance with Georgia law. The record and each bid shall be open to the public in accordance with Article 3, 301A of the Procurement Ordinance (Public Access to Procurement Information).
- **6. LATE RESPONSES.** It is the responsibility of the vendor to ensure responses are submitted by the specified due date and time. Responses received after the stated date and time will be returned, unopened, to the vendor. The official clock to determine the date and time will be the time/date stamp located in the Finance Department. All responses received will be time and date stamped by the official clock. The City will not be held responsible for the late delivery due to the U.S. Mail Service, or any other courier service.
- 7. RECEIPT OF ONE RESPONSE. In the event only one response is received, the Purchasing Division shall conduct a survey of vendors to inquire of "no quote" responses and non-responsive vendors. If, from the survey, it is determined by the Purchasing Division that specifications need revision, the one response received will be returned, to the responding vendor, with a letter of explanation and a new solicitation prepared. If it is determined that other vendors need to be contacted, the due date will be extended, and the one response received will remain secured until the new due date. The vendor submitting the single response will receive a letter of explanation. If it is determined the one response received is from the only responsive, responsible vendor, the single response will be evaluated by the Purchasing Division and the using agency for award recommendation.
- **8. RECEIPT OF TIE QUOTES.** In the event multiple responsive, responsible vendors are tied for the lowest price and all other terms and requirements are met by all tied vendors, the award recommendation shall be resolved in the order of the preferences listed below:
  - 1. Award to the local vendor whose principal place of business is located in Columbus, Georgia.
  - 2. Award to vendor previously awarded based on favorable prior experience.
  - 3. Award to vendor whose principal place of business is located in the State of Georgia.
  - 4. If feasible, divide the award equally among the vendors.
  - 5. If it is not feasible to award equally and only two vendors are tied, perform a coin toss in the presence of the two vendors either in person or virtually.
  - If the above preferences are insufficient to resolve the tie, all quote responses will be rejected and the PQ will be readvertised.
- 9. RECEIPT OF MULTIPLE RESPONSES. Unless otherwise stated in the specifications, the City will accept one and only one response per vendor. Any unsolicited multiple response(s) will not be considered. If prior to the due date, more than one response is received from the same vendor, the following will occur: (1) the vendor will be contacted and required to submit written acknowledgment of the response to be considered; (2) the additional response(s) will be returned to the vendor unopened. If on the due date more than one response is enclosed in a single response package, the City will consider the vendor non-responsive and all responses will be returned to the vendor.
- **10. CONDITION AND PACKAGING.** Unless otherwise defined in the specifications, it is understood and agreed that any item offered or furnished shall be new, in current production and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.
- **11. FREIGHT/SHIPPING/HANDLING CHARGES.** All freight, shipping, and handling charges shall be included in the quoted price(s). The City will pay no additional charges.

**12. CORRECTION OR WITHDRAWAL OF RESPONSE/CANCELLATION OF AWARDS.** Corrections or withdrawals of inadvertently erroneous responses before or after due date, or cancellation of awards of contracts based on such mistakes may be permitted where appropriate. Mistakes discovered before due date may be modified or response withdrawn by written notice received in the office of Purchasing prior to the due date.

After the due date, no changes in prices or other provisions of responses prejudicial to the interest of the City or fair competition shall be permitted. In lieu of correction, a low, responding vendor alleging a material mistake of fact may be permitted to withdraw its response if the mistake is clearly evident, or if the vendor submits evidence which clearly and convincingly demonstrates that a mistake was made. All decisions to permit corrections or withdrawals of responses or to cancel awards or contracts based on mistakes will be supported by the written determination of the Purchasing Officer.

- **13. ADDENDA AND INTERPRETATIONS.** If it becomes necessary to revise any part of this solicitation, a written addendum will be provided to all vendors. The City is not bound by any oral representations, clarifications, or changes made to the written specifications by City employees, unless such clarification or change is provided to the vendors in written addendum form from the Purchasing Officer. Vendors will be required to acknowledge receipt of the addenda (if applicable) in their response. The vendor may provide an initialed copy of each addendum or initial the appropriate area on the pricing page. Failure to acknowledge receipt of the addenda (when applicable) will render response incomplete. It is the vendor's responsibility to contact the City for copies of addenda, if price quote solicitation documents are received from any source other than the City.
- **14. EVALUATION AND AWARD.** Quotation responses will be evaluated by the using agency for award recommendation. Purchasing Staff will perform further review for due diligence. During the evaluation of responses, the City reserves the right to request clarification of responses and to request the submission of references, if deemed necessary for a complete evaluation of responses. Award will be made to the responsive and responsible vendor whose response is most economical according to criteria designated in the solicitation. The determination of the lowest responsive and responsible vendor may involve all or some of the following factors: prices, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payment, compatibility as required, other cost, and other objective and accountable factors, if any, (which are further described in the specifications). The City shall be the judge of the factors and will make the award in the best interest of the City.
- **15. TIME FOR CONSIDERATION.** Responses must remain in effect for at least thirty (30) days after date of receipt to allow for evaluation.
- **16. SECURITY AND PERFORMANCE BOND. Security (Bid Bond)** shall be required for competitive solicitations for contracts when deemed necessary by the City. Security shall be a bond provided by a surety company authorized to do business in the State, or in the form of a certified check. Security shall be in an amount equal to at least five percent (5%) of the quoted amount. The City will accept a copy of a bid bond on the due date. However, if a copy of a bid bond is submitted, the vendor must submit to the Purchasing Division the identical original document within five (5) days after the due date. **If the original document is not received within the five (5) days, the response will not be considered.**
- If a **Performance Bond** is required, such shall be executed by a surety company authorized to do business in the State. The performance bond shall be equal to one hundred percent (100%) of the quoted price.
- 17. SUBCONTRACTING. Should vendor intend to subcontract all or any part of the work specified, name(s) and address (es) of sub-contractor(s) must be provided in response (use additional sheet if necessary). The vendor shall be responsible for subcontractor(s) full compliance with the requirements of the specifications. THE COLUMBUS CONSOLIDATED GOVERNMENT WILL NOT BE RESPONSIBLE FOR PAYMENTS TO SUBCONTRACTORS.
- **18. DISQUALIFICATION OF VENDORS AND REJECTION OF RESPONSES**. Vendors may be disqualified and rejection of responses may be recommended by the City for any (but not limited) to the following reasons:
  - (A) Receipt after the time limit for receiving responses as stated in the invitation.
  - (B) Any irregularities contrary to the General Provisions or specifications.
  - (C) Unbalanced unit price or extensions.
  - (D) Unbalanced value of items.
  - (E) Failure to use the proper forms furnished by the Consolidated Government.
  - (F) Failure to complete the proposal properly.
  - (G) Omission of warranty, product literature, samples, acknowledgment of addenda or other items required to be included with response.
  - (H) Failure to properly sign forms.

The City reserves the right to waive any minor informality or irregularity. The City reserves the right to reject any and all responses.

**19. BRAND NAMES OR EQUAL**. Whenever in this invitation any particular material, process and/or equipment are indicated or specified by patent, proprietary or brand name of manufacturer, such wording will be deemed to be used for the purpose of facilitating description of the material, process and/or equipment desired by the City. It is not meant to eliminate vendors or restrict competition in any process. Any manufacturers names, drawings, trade names, brand names, specifications and/or catalog numbers used herein are for the purpose of description and establishing general quality levels. Vendors may propose equivalent equipment, services or manufacturer. Any response that is equivalent to or surpasses stated specifications will be

considered. Determination of equivalency shall rest solely with the City. Please Note: Due to existing equipment, specific manufacturers may be required to facilitate compatibility.

- **20. ASSIGNMENT OF CONTRACTUAL RIGHTS**. It is agreed that the successful vendor will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous consent of the City and any sureties.
- **21. DISCOUNTS.** Terms of payments offered will be reflected in the space provided on the pricing page. Cash discounts will be considered net in the evaluation process. All terms of payment (cash discounts) will be taken and computed from the date of delivery of acceptable material or services, or the date of receipt of the invoice, whichever is later.
- **22. TAXES**. The City is exempt from State Retail Tax and Federal Excise Tax. Tax Exemption No. GA Code Sec. 48-8-3. Federal ID No. 58-1097948.
- 23. FEDERAL, STATE AND LOCAL LAWS. All vendors will comply with all Federal, State, and Local laws and ordinances, relative to conducting business in Columbus, Georgia.
- **24. INCLUSIONS.** When inclusions are required, such as warranty information, product literature/specifications, references, etc, the inclusions should reference all aspects of the specific equipment or service proposed by the vendor. Do not include general descriptive catalogs. References to literature or other required inclusions submitted previously does not satisfy this provision. Responses found to be in non-compliance with these requirements will be subject to rejection.
- **25. NON-COLLUSION.** By signing and submitting this response, vendor declares that its agents, officers or employees have not directly or indirectly entered into any agreements, participated in any collusion or otherwise taken any action in restraint of free competition in connection with this invitation. In the event said vendor is found guilty of collusion, the company and agents will be removed from the City's bid list for one full year and any current orders will be canceled.
- **26. INDEMNITY.** The successful vendor agrees, by entering into this contract, to defend, indemnify and hold City harmless from any and all causes of action or claims of damages arising out or under this contract.
- **27. DISADVANTAGED BUSINESS ENTERPRISE.** Disadvantaged Business Enterprises (minority or women owned businesses) will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, sexual orientation, gender identity or national origin in consideration for an award. It is the policy of the City that disadvantaged business enterprises and minority business enterprises have an opportunity to participate at all levels of contracting in the performance of City contracts to the extent practical and consistent with the efficient performance of the contract.
- **28. AFFIRMATIVE ACTION PROGRAM NON-DISCRIMINATION CLAUSE.** The Consolidated Government of Columbus, Georgia ("the City") is committed to using Disadvantaged Business Enterprises (DBEs) (small, women-owned and minority business enterprises) to the greatest extent practical in all solicitations and day-to-day procurement needs of the City and to taking specific affirmative actions to meet these commitments.

The City has an Affirmative Action Program in connection with Equal Employment Opportunities. The successful vendor will comply with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, and will not discriminate between or among them by reason of race, color, age, religion, sex, sexual orientation, gender identity, national origin or physical handicap.

29. AWARDS TO LOCAL BUSINESSES. Except for construction contracts, Federally funded projects, Request for Proposals and Request for Qualifications, awards will be made to responsive and responsible local businesses proposing a cost not more than two percent (2%) above the low bid or quote for contracts involving an expenditure less than or equal to \$25,000.00; and made to responsive and responsible local businesses proposing a cost not more than one percent (1%) above the low bid or quote for contracts involving an expenditure greater than \$25,000.00.

#### 30. RIGHT TO PROTEST.

- (1) <u>Right of Protest</u>. Any actual or prospective bidder offeror, or contractor who is aggrieved in connection with a solicitation or award of a contract may protest to the Purchasing Manager initially. All protests shall be filed in the manner prescribed herein. Protests that do not comply with the following rules shall be deemed invalid and of no effect.
- (2) The protest must be in writing, executed by a company officer that is authorized to execute agreements on behalf of the bidder or offeror or provided by an authorized legal representative of the protestor.
- (3) A protest with respect to an invitation for Bids or Request for Proposals shall be submitted in writing no less than five (5) business days prior to the opening of bids or the closing date of proposals or qualification statements.
- (4) <u>Stay of Procurement During Protests</u>. If there is a timely protest submitted as described above, the Purchasing Manager shall not proceed further with the solicitation or award of the contract until all administrative remedies have been exhausted or until the City Council, Mayor, or City Manager makes a determination on the record that the award of the contract without delay is necessary to protect substantial interests of the City.
- 31. FAILURE TO QUOTE. Vendors choosing not to submit a response are requested to return a Statement of "No Quote".

- **32. PRODUCT/EQUIPMENT DEMONSTRATION SITE VISIT.** During the evaluation, the City reserves the right to request a demonstration or site visit of the product, equipment or service offered by a vendor. The demonstration or site visit shall be at the expense of the vendor. Vendors who fail to provide demonstration or site visit, as requested, will be considered non-responsive.
- **33. CANCELLATION PROVISIONS.** After the receipt of a product or piece of equipment, it is found that said item does not perform, as specified and required, payment for said product or equipment will be withheld. The successful vendor will be notified of the non-performance in writing. After notification, the successful vendor will have ten (10) calendar days, from the date of notification, to deliver product or equipment, which performs satisfactorily. If a satisfactory product is not delivered within 10 calendar days, from the notification date, the City will cancel the contract (purchase order) and award to the next low, responsive, responsible vendor. The vendor will be responsible for the pick-up or shipment of the unsatisfactory equipment or product.
- **34. QUESTIONS:** Questions concerning specifications must be submitted, in writing, at least 5 (five) working days (Monday Friday) prior to due date. Questions received less than five working days prior to due date will not be considered.
- 35. SAMPLES: When samples are required to be included with the response, the vendor will be responsible for the following:
  - Unless otherwise specified, vendors are required to submit exact samples of item(s) proposed. Do not submit sample
    of "like" item(s).
  - 2) Affix an identification label to each individual sample to include vendor's name, price quote title and number.
  - 3) Make arrangements for the return of sample after the award. All shipping costs will be the responsibility of the bidder. If vendor does not make arrangements for return of sample, within 30 days after award, the sample will be discarded.
- **36. GOVERNING LAW:** The parties agree that this Agreement shall be governed by the laws of Georgia, both as to interpretations and performance.
- **37. PAYMENT DEDUCTIONS**: The City reserves the right to deduct, from payments to awarded vendor(s), any amount owed to the City for various fees, to include, but not limited to: False Alarm fees, Ambulance fees, Occupation License Fees, Landfill fees, etc.
- **38. PAYMENT TERMS**: The City's standard payment term is usually net 30 days, after successful receipt of goods or services. Payment may take longer if invoice is not properly documented or not easily identifiable, goods/services are not acceptable, or invoice is in dispute.
- **39. FINAL CONTRACT DOCUMENTS**: If a formal contract is required as a result of the Request for Bid; the final contract shall include the following: 1) The RFB; 2) Addenda; 3) Awarded Vendors(s) Bid response; 4) Awarded Vendor(s) Clarifications; and 6) Awarded Vendor(s) Business Requirements

#### **NOTICE TO VENDORS**

#### Sec. 2-3.05. - Submitting bids to Consolidated Government, etc.—By mayor or councilmembers.

Neither the mayor nor any member of the Columbus Council shall submit any bid to the consolidated government, nor shall the mayor or any member of the Columbus Council own or have a substantial pecuniary interest in any business that submits a bid to the consolidated government. (Ord. No. 92-60, 6-23-92)

#### Sec. 2-3.06. - Same—By members of boards, authorities, commissions.

No member of any board or authority or commission or other independent or subordinate entity of the consolidated government shall submit any bid to the consolidated government or have a substantial pecuniary interest in any business that submits a bid to the consolidated government if such bid pertains to the board or authority or commission on which such person holds such membership. (Ord. No. 92-61, 6-23-92)

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## DO YOU HAVE QUESTIONS, CONCERNS OR NEED CLARIFICATION ABOUT THIS SOLICITATION?

COMMUNICATION CONCERNING ANY SOLICITATION CURRENTLY ADVERTISED MUST TAKE PLACE IN WRITTEN FORM AND ADDRESSED TO THE PURCHASING DIVISION.

ALL QUESTIONS OR CLARIFICATIONS CONCERNING THIS SOLICITATION SHALL BE SUBMITTED IN WRITING. THE CITY WILL NOT ORALLY OR TELEPHONICALLY ADDRESS ANY QUESTION OR CLARIFICATION REGARDING BID/PROPOSAL SPECIFICATIONS. IF A VENDOR VISITS OR CALLS THE PURCHASING DIVISION WITH SUCH QUESTIONS, HE OR SHE WILL BE INSTRUCTED TO SUBMIT THE QUESTIONS IN WRITING.

ALL CONTACT CONCERNING THIS SOLICITATION SHALL BE MADE THROUGH THE PURCHASING DIVISION. BIDDERS SHALL NOT CONTACT CITY EMPLOYEES, DEPARTMENT HEADS, USING AGENCIES, EVALUATION COMMITTEE MEMBERS OR ELECTED OFFICIALS WITH QUESTIONS OR ANY OTHER CONCERNS ABOUT THE SOLICITATION. QUESTIONS, CLARIFICATIONS, OR CONCERNS SHALL BE SUBMITTED TO THE PURCHASING DIVISION IN WRITING. IF IT IS NECESSARY THAT A TECHNICAL QUESTION NEEDS ADDRESSING, THE PURCHASING DIVISION WILL FORWARD SUCH TO THE USING AGENCY, WHO WILL SUBMIT A WRITTEN RESPONSE.

THE PURCHASING DIVISION WILL FORWARD WRITTEN RESPONSES TO THE RESPECTIVE BIDDER OR IF IT BECOMES NECESSARY TO REVISE ANY PART OF THIS SOLICITATION, A WRITTEN ADDENDUM WILL BE ISSUED TO ALL BIDDERS.

THE CITY IS NOT BOUND BY ANY ORAL REPRESENTATIONS, CLARIFICATIONS, OR CHANGES MADE TO THE WRITTEN SPECIFICATIONS BY CITY EMPLOYEES, UNLESS SUCH CLARIFICATION OR CHANGE IS PROVIDED TO THE BIDDERS IN A WRITTEN ADDENDUM FROM THE PURCHASING MANAGER.

BIDDERS ARE INSTRUCTED TO USE THE ENCLOSED "QUESTION/CLARIFICATION FORM" TO FAX OR EMAIL QUESTION.

ANY REQUEST, AFTER A SOLICITATION HAS CLOSED AND PENDING AWARD, MUST ALSO BE SUBMITTED IN WRITING TO THE PURCHASING DIVISION.

## **QUESTION/CLARIFICATION FORM**

DATE	:			
TO:	Heather Biddle, Buyer Email <u>BidOpportunities@Colum</u>	busGA.org		
RE:	PQ No. 23-0010; Historic Bus E	xterior Restoration and Repainti	ng	
	tions/clarification requests must re the due date:	be submitted at least five (5) <u>k</u>	<u>ousiness</u> da	ays
From:	Company Name	Website		
	Representative	Email Address		
	Complete Address	City	State	Zip
	Telephone Number	Fax Number		

## GENERAL SPECIFICATIONS HISTORIC BUS EXTERIOR RESTORATION AND REPAINTING PQ No. 23-0010

#### I. SCOPE

These specifications define the requirements for the exterior restoration and repainting of one (1) historic, vintage bus which is operated by METRA Transit System as the stationary "Freedom Express Bus Museum".

See **Appendix A** for Technical Specifications.

#### II. VENDOR INFORMATION

Vendors wishing to view the Freedom Express Bus Museum may do so Monday – Friday, 9:00 AM – 5:00 PM. To schedule a visit, contact Fred Young, Maintenance Manager, via email: Young.Frederick@columbusga.org or phone: 706-225-4581 (main), 706-225-4594 (direct).

#### III. BRAND NAME DISCLOSURE

It is not the intent of Columbus Consolidated Government (City) to restrict competition in any purchasing process. Any manufacturers' names, drawings, trade names, brand names, information and/or catalog numbers used herein are for purpose of description and establishing general quality levels. Such references are not intended to be restrictive; any equivalent products of any manufacturer may be offered. Any bid that is equivalent to or surpasses these specifications will be considered; determination of equivalency shall rest solely with the City.

#### IV. COOPERATIVE CONTRACT PURCHASE OPTION

The City reserves the right to make this purchase via any comparable Cooperative Contract, if the contract cost is lower and meets the City's requirements.

#### V. QUESTIONS/ADDENDA

Questions and requests for clarification must be submitted within five (5) business days of the due date (see pages 8 & 9). Changes to the specifications (if any) will be provided in the form of an addendum, which will be posted on the web page of the Finance Department/Purchasing Division of Columbus Consolidated Government at <a href="https://www.columbusga.gov/finance-2/bid-opportunities">https://www.columbusga.gov/finance-2/bid-opportunities</a>. It is the vendors' responsibility to periodically visit the web page for addenda before the due date and prior to submitting a quote.

#### VI. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT/E-VERIFY

Pursuant to O.C.G.A. § 13-10-91, a public employer shall not enter into a contract for the performance of services unless the contractor registers and participates in the federal work authorization program. If a supplier is providing services under a contract with a total compensation amount of \$2,500 or greater, (even if such services will be performed outside of the State of Georgia), Columbus Consolidated Government requires a notarized affidavit from the supplier attesting to the following:

- (A) The affiant has registered with, is authorized to use, and uses the federal work authorization program;
- (B) The user identification number and date of authorization for the affiant;

- (C) The affiant will continue to use the federal work authorization program throughout the contract period; and
- (D) The affiant will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the same information required by subparagraphs (A), (B), and (C) of this paragraph.

Additional information regarding the State's E-Verify requirements can be found at: <a href="https://www.audits2.ga.gov/wp-content/uploads/2021/10/13-10-91.pdf">https://www.audits2.ga.gov/wp-content/uploads/2021/10/13-10-91.pdf</a>. A completed, notarized E-Verify Affidavit must be included with sealed proposal; failure to do so will render the firm's or individual's proposal non-responsive and ineligible for award consideration.

#### VII. INSURANCE

The vendors shall be required, at their own expense, to furnish to the City of Columbus Purchasing Division, evidence showing the insurance coverage to be in force throughout the term of the contract. Insurance requirements are listed on the attached Insurance Checklist. The limits shown are minimum limits. Vendor shall indicate the actual limit they will provide for each insurance requirement. The vendor shall complete the Insurance Checklist and include with quote response. Certificate of Insurance is acceptable. The Insurance Checklist will indicate to the City, the vendor's ability and agreement to provide the required insurance, in the event of contract award.

The successful candidate shall provide the required Certificates of Insurance within 10 business days after award notification. The Certificates of Insurance will name Columbus Consolidated Government as an additional insured, as well as, list the applicable project or annual contract name, and/or solicitation name and number. The Certificate of Insurance will be included with the contract documents prior to signing.

#### VIII. QUOTE SUBMISSION REQUIREMENTS

Quote responses must be submitted via DemandStar. See APPENDIX B for: Submission Requirements; Submission Requirements Checklist; and DemandStar Registration and Submission Instructions.

Each bidder shall include the following information with bid submission. Bidder shall submit **ONE** (1) ELECTRONIC BID RESPONSE VIA DEMANDSTAR (See Appendix B). The City reserves the right to request any omitted information, to exclude *E-Verify* and *Communication Concerning This Solicitation*, WHICH DOES NOT AFFECT THE SUBMITTED BID PRICE. Bidders shall be notified, in writing, and shall have two (2) days, after notification to submit the omitted information. If the omitted information is not received within two (2) days, the Bidder shall be deemed non-responsive and the Bid Submission will be deemed "Incomplete":

- A. Bid Form (Pricing Page) (Form 1)
- B. Statement of Qualifications and Work Guarantee (Form 2)
- C. E-Verify/GSICA Form: Refer to page 10, Section VI, regarding Form 3
- D. Communication Concerning This Solicitation (Form 4)
- E. Federal Compliance (Form 5)
- F. Addenda: Use Form 6 to acknowledge receipt for all addenda (if any)/ Addenda will be posted at <a href="https://www.columbusga.gov/finance-2/bid-opportunities">https://www.columbusga.gov/finance-2/bid-opportunities</a>. Vendors are responsible for periodically visiting the web page, to check for addenda, prior to the bid due date and before submitting a bid.
- G. Contract Signature Page (Form 7)
- H. **Project Timeline** (Refer to page 14, item VII.)

- I. Insurance Checklist: Refer to page 11, section VII, regarding Form 8
- J. Form W-9, Request for Taxpayer Identification Number and Certification: Complete and return Page 1 of the Form W-9, which is available at <a href="https://www.irs.gov/pub/irs-pdf/fw9.pdf">https://www.irs.gov/pub/irs-pdf/fw9.pdf</a>
- K. Business License: Vendors located in Muscogee County shall submit a current <u>copy</u> of their City of Columbus Business License (Occupation License). If the business is not located in Muscogee County and has proof of being properly licensed by a municipality in Georgia, and paid applicable occupation taxes in that city, the vendor will not be required to pay occupation taxes in Columbus, Georgia.

If the business location is not in Georgia, vendor must provide a current copy of their active Articles of Incorporation from the State and/or a current business license from the City/State in which business is located.

If you have questions regarding this requirement, please contact Yvonne Ivey, Revenue Manager: 706-225-3091.

#### IX. AWARD/DELIVERY/INVOICE

- A. <u>Award</u>: This PQ will be awarded to the lowest, responsive, responsible vendor. The City will be the sole judge of the factors and will make the award accordingly. Should the successful vendor not be able to supply the required product(s) or service(s), The City reserves the right to procure from other sources.
- B. <u>Delivery</u>: All freight, shipping and delivery charges must be included in the unit price. The City will not authorize additional freight, shipping, or delivery charges. The successful vendor shall provide the requested services for:

Department of Transportation/METRA Attention: Rosa Evans, Director 814 Linwood Blvd. Columbus, GA 31901

C. <u>Invoice</u>: Invoice(s) must reference the purchase order number and be forwarded to:

Columbus Consolidated Government Accounting Division P. O. Box 1340 Columbus, Georgia 31902-1340

#### X. TERMINATION OF CONTRACT

**A. Default:** If the contractor refuses or fails to perform any of the provision of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Purchasing Division Director may notify the contractor in writing of the delay or non-performance and if not cured within **ten (10) days** or any longer time specified in writing by the Purchasing Division Director, such director may terminate the contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform.

In the event of termination in whole or in part the Purchasing Division Director may procure similar supplies or services, from other sources, in a manner and upon terms deeded appropriate by the Purchasing Division Director. The contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

- **B. Compensation:** Payment for completed supplies delivered and accepted by the City shall be at the contract price. The City may withhold from amounts due the contractor such sums as the Purchasing Division Director deem necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.
- **C.** Excuses for Nonperformance or Delayed Performances: Except with respect to defaults of subcontractors, the contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms, if the contractor has notified the Purchasing Division Director within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of public enemy; acts of the City and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather.

If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the contractor shall not be deeded in default, unless the supplies or services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the contractor to meet the contract requirements.

Upon request of the contractor, the Purchasing Division Director shall ascertain the facts and extent of such failure, and, if such director determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the contractor's progress and performance would have met the terms of the contact, the delivery schedule shall be revised accordingly.

#### **APPENDIX A**

## TECHNICAL SPECIFICATIONS HISTORIC BUS EXTERIOR RESTORATION AND REPAINTING PQ No. 23-0010

#### I. SCOPE

These specifications define the requirements for the exterior restoration and repainting of one (1) historic, vintage bus which is operated by METRA Transit System as the stationary "Freedom Express Bus Museum".

#### II. VENDOR INFORMATION

Vendors wishing to view the Freedom Express Bus Museum may do so Monday – Friday, 9:00 AM – 5:00 PM. To schedule a visit, contact Fred Young, Maintenance Manager, via email: <a href="mailto:Young.Frederick@columbusga.org">Young.Frederick@columbusga.org</a> or phone: 706-225-4581 (main), 706-225-4594 (direct).

#### III. BUS MAKE, MODEL & LOCATION

- A. The bus is a 1952 Southern Coach Manufacturing transit bus which has been converted into an outdoor museum.
- B. The bus currently rests beneath a metal outdoor awning (see *Item 1*, page 16) at the METRA campus, which is located at 814 Linwood Blvd, Columbus, Georgia 31901. The bus has been located at this site since 2004.

#### IV. EXTERIOR RESTORATION & BODYWORK

- A. Repair Rear Left Side Roof Panel (see *Item 2*, page 17).
- B. Repair Rear Right Side Panel (see *Item 3*, page 18).
- C. Repair Rear Bumper's Side Skirts (see Item 4, page 19).
- D. Replace Front and Rear Door Rubber Seals (see *Item 5*, page 20).

#### V. EXTERIOR STRIP, REPAINT & REFINISH WORK

- A. Strip paint as needed, repaint and refinish entire bus exterior.
- B. Bus colors are Cream White and Amazon Green. Vendor shall replicate the colors depicted in photos as closely as possible. For color matching, see *Item 6*, page 21.

#### VI. MOVING BUS TO & FROM VENDOR LOCATION

- A. *If the awarded vendor's work site/shop is located within* Muscogee County, METRA will assume responsibility for moving the bus to and from the vendor's location.
- B. *If the vendor's work site/shop is located outside* of Muscogee County, the vendor will be responsible for moving the bus. Vendor's located outside of Muscogee County may submit additional delivery and pick-up pricing for moving the bus to their work site/shop.
- C. METRA will be responsible for ensuring that the bus is readily accessible for transport. The location of the bus will be clear of any structures or obstructions, which may block the bus from being loaded onto a transport truck.

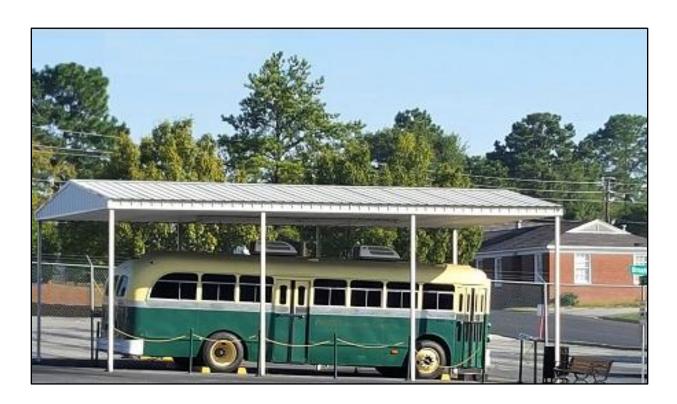
#### D. **DAMAGES**

The awarded vendor shall be responsible for any and all damages that occur as a result of the awarded vendor's fault or negligence or that of its' employees, agents, subcontractors or representatives in connection with transporting the bus and/or while in possession of such. The awarded vendor shall immediately report any damage, to people and/or property, to Fred Young, Maintenance Manager, via email <a href="mailto:voung.frederick@columbusga.org">voung.frederick@columbusga.org</a> or telephone: 706-225-4581 (main), 706-225-4594 (direct).

#### VII. PROJECT TIMELINE

Due to the scheduling of tours that typically occur during Black History Month, METRA would prefer that all work be completed, and the bus returned, within forty (40) calendar days after arrival at the awarded vendor's work site/shop. Vendor shall include an estimated project timeline with their quote submission. Do *not* include actual dates in the timeline, rather days and weeks.

### ITEM 1.



Pictured: The Freedom Express Bus Museum at its location on the METRA campus (814 Linwood Blvd, Columbus, GA 31901). The bus is a 1952 Southern Coach Manufacturing transit bus with a white (cream) and green (amazon) color scheme.

## ITEM 2.



Pictured: Rear Left Side Roof Panel Damage.

## ITEM 3.



Pictured: Rear Right Side Panel Damage.

## ITEM 4.



Pictured: Rear Bumper Side Skirt Damage.

### ITEM 5.



Pictured: Rear Door Rubber Seal Deterioration



Pictured: Front Door Rubber Seal Deterioration

#### ITEM 6.

#### Pantone / PMS 18-6024 TCX / Amazon / #207349 Hex Color Code



The hexadecimal color code #207349 is a medium dark shade of green-cyan. In the RGB color model #207349 is comprised of 12.55% red, 45.1% green and 28.63% blue. In the HSL color space #207349 has a hue of 150° (degrees), 56% saturation and 29% lightness. This color has an approximate wavelength of 527.03 nm.

#### Cream / #fffdd0 Hex Color Code

FFFDD0

255 253 208

The color **cream** with hexadecimal color code **#fffdd0** is a very light shade of **yellow**. In the RGB color model **#fffdd0** is comprised of 100% red, 99.22% green and 81.57% blue. In the HSL color space **#fffdd0** has a hue of 57° (degrees), 100% saturation and 91% lightness. This color has an approximate wavelength of 571.11 nm.

Pictured: Exterior Colors. The bus is Cream on the top and Amazon Green on the bottom (see Item 1 for

#### **BID FORM (PRICING PAGE)** HISTORIC BUS EXTERIOR RESTORATION AND REPAINTING PQ No. 23-0010

The undersigned hereby agrees that he/she has carefully examined the specifications herein referred to and will provide all equipment services and terms of the Consolidated Government of Columbus for the services described.

Item	Parts/Materials Cost	Labor Cost (Per Hour)	Total Hours	Total Cost
<b>REPAIR</b> : Rear Left Side Roof Panel				\$
<b>REPAIR</b> : Rear Right Side Panel				\$
<b>REPAIR</b> : Rear Bumper Side Skirts				\$
<b>REPLACE</b> : Front and Rear Door Rubber Seals				\$
Strip, Repaint & Refinish: Bus Exterior				\$
TOTAL:				\$

IF WORKSITE/SHOP IS LOCATED OUTSIDE OF MUSCOGEE COUNTY, VENDOR MAY SUBMIT THE FOLLOWING PRICING:

Vehicle Being Transported	Transport Cost (Per Mile)	Labor Cost (Per Hour)	Total Hours	<b>Total Miles</b>	Total Cost
1952 Southern Coach Transit Bus					\$

\*All shipping, delivery, and /or freight charges must be included in unit price. Columbus Consolidated Government will pay no additional shipping, delivery, freight charges or any other additional fees. The undersigned agrees to deliver the restored bus to the Department of Transportation/METRA, 814 Linwood Blvd., Columbus, GA \*or\* notify METRA of its completion, within days after receipt of the purchase order, per timeline provided by vendor. If there is a discrepancy between words and figures, the words will prevail. The above prices are total prices delivered to the City as described herein. Except as stated in the instructions, the City will pay no charges that are not included in the above bid. Any and all deviations from the specifications must be approved by METRA in advance of changes/revisions to items to be furnished and delivered. Additional cost resulting from contractor requested and approved revisions are the responsibility of the contractor. Vendor's Name Website Vendor's Street Address City State Zip (P. O. Boxes will Render Bid Incomplete) Vendor's Remittance or Mailing Address (If different) State City Zip Phone Number Fax Number **Email Address** Signature of Authorized Representative "Print" Name and Title Date of Signature Please initial if business is Minority or Woman owned; if not, "N/A": Minority owned: \_\_\_\_ Woman owned: \_\_\_ If certified as a DBE or WBE, list the certifying agency: \_\_\_\_

PQ No. 23-0010 Historic Bus Restoration Page 22 of 37

## STATEMENT OF QUALIFICATIONS & WORK GUARANTEE HISTORIC BUS EXTERIOR RESTORATION AND REPAINTING PQ No. 23-0010

1. Company Name:		
2. Permanent Main Office Address: _		
3. Date company organized; if a corp	oration, when/where incorporate	d?
How many years have you been p company/trade name?		
5. List at least three (3) similar project contract value and month/year of contract value and contract val		within the last three (3) years, stating
Company Name/Address	Contact Person/ Telephone	Contract Value Month/Year of Completion
6. List personnel that will be assigned	d to this project, their qualification	ns, and years of experience:
(Attach additional sheet, if necessary)		
• ,	a project and/or defaulted on a cc	ontract? If so specify when and with whom:
Describe your statement of Warrar	nty and Guarantee of Work:	
Signature of Authorized Representative	 Print Nam	e and Title of Signatory

## "GEORGIA SECURITY AND IMMIGRATION COMPLIANCE" Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of *Columbus Consolidated Government* has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Company ID Number (numerical, 4-7 digits)	Date of Authorization
**See https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES	to access your E-Verify Company Identification Number.
Date of Authorization	
Name of Contractor	
Historic Bus Exterior Restoration and Repainting; Pontage Name of Project	Q No. 23-0010
Columbus Consolidated Government Name of Public Employer	
I hereby declare under penalty of perjury that the fo	regoing is true and correct.
Executed on,, 20 in	(city),(state).
Signature of Authorized Officer or Agent	
Printed Name and Title of Authorized Officer or Ag	gent
SUBSCRIBED AND SWORN BEFORE ME	
ON THIS THE DAY OF	, 20
NOTARY PUBLIC My Commission Expires:	
My Commission Expires:	

A properly completed, notarized E-Verify Affidavit must be included with sealed proposal; failure to do so will render the firm's proposal non-responsive and ineligible for further consideration.

\*\*COMPLETE AND RETURN THIS PAGE WITH SEALED RESPONSE\*\*

### **COMMUNICATION CONCERNING THIS SOLICITATION**

THIS PAGE MUST BE SIGNED AND RETURNED WITH THE VENDOR'S BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM WILL AUTOMATICALLY RENDER VENDOR'S RESPONSE NON-RESPONSIVE.

ALL QUESTIONS OR CLARIFICATIONS CONCERNING THIS SOLICITATION SHALL BE SUBMITTED IN WRITING. THE CITY WILL NOT ORALLY OR TELEPHONICALLY ADDRESS ANY QUESTION OR CLARIFICATION REGARDING BID/PROPOSAL SPECIFICATIONS. IF A VENDOR VISITS OR CALLS THE PURCHASING DIVISION WITH SUCH QUESTIONS, HE OR SHE WILL BE INSTRUCTED TO SUBMIT THE QUESTIONS IN WRITING.

ALL CONTACT CONCERNING THIS SOLICITATION SHALL BE MADE THROUGH THE PURCHASING DIVISION. BIDDERS SHALL NOT CONTACT CITY EMPLOYEES, DEPARTMENT HEADS, USING AGENCIES, EVALUATION COMMITTEE MEMBERS, INCLUDING NON-CCG EMPLOYEES, CONTRACTED PERSONNEL ASSOCIATED WITH THIS PARTICULAR PROJECT (I.E. ARCHITECTS, ENGINEERS, CONSULTANTS), OR ELECTED OFFICIALS WITH QUESTIONS OR ANY OTHER CONCERNS ABOUT THE SOLICITATION. QUESTIONS, CLARIFICATIONS, OR CONCERNS SHALL BE SUBMITTED TO THE PURCHASING DIVISION IN WRITING. IF IT IS NECESSARY THAT A TECHNICAL QUESTION NEEDS ADDRESSING, THE PURCHASING DIVISION WILL FORWARD SUCH TO THE USING AGENCY, WHO WILL SUBMIT A WRITTEN RESPONSE.

THE PURCHASING DIVISION WILL FORWARD WRITTEN RESPONSES TO THE RESPECTIVE BIDDER. IF IT BECOMES NECESSARY TO REVISE ANY PART OF THIS SOLICITATION, A WRITTEN ADDENDUM WILL BE ISSUED TO ALL BIDDERS.

THE CITY IS NOT BOUND BY ANY ORAL REPRESENTATIONS, CLARIFICATIONS, OR CHANGES MADE TO THE WRITTEN SPECIFICATIONS BY CITY EMPLOYEES, UNLESS SUCH CLARIFICATION OR CHANGE IS PROVIDED TO THE BIDDERS IN A WRITTEN ADDENDUM FROM THE PURCHASING MANAGER.

BIDDERS ARE INSTRUCTED TO USE THE ENCLOSED "QUESTION/CLARIFICATION FORM" TO FAX OR EMAIL QUESTION. QUESTIONS AND REQUESTS FOR CLARIFICATION MUST BE SUBMITTED AT LEAST FIVE (5) BUSINESS DAYS BEFORE THE DUE DATE.

ANY REQUEST/CONCERN/PROTEST, AFTER A SOLICITATION HAS CLOSED AND PENDING AWARD, MUST ALSO BE SUBMITTED IN WRITING TO THE PURCHASING DIVISION.

I agree to forward all communication about this solicitation, in writing, to the Purchasing Division. I understand that communication with other persons, other than the Purchasing Division, will render my Bid/Proposal response non-responsive and I will no longer be considered in the solicitation process.

Vendor Name:	
Print Name of Authorized Agent:	
Signature of Authorized Agent:	

\*\*COMPLETE AND RETURN THIS PAGE WITH SEALED RESPONSE\*\*

#### FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance.

With regards to "Rights to Inventions Made Under a Contract or Agreement," If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Contractor agrees to be wholly compliant with the provisions of **2 CFR 200**, **Appendix II**. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment.

Contractor shall comply and shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to:

- (a) **Title VII of the Civil Rights Act of 1964 (P.L. 88-352)** which prohibits discrimination on the basis of race, color or national origin;
- (b) **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.),
- (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990;
- (e) the **Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.)** and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) the **Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255)**, as amended, relating to nondiscrimination on the basis of drug abuse;
- (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism;
- (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (i) **Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.)**, as amended, relating to nondiscrimination in the sale, rental or financing of housing;
- (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement;
- (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement;
- (1) Applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15;
- (m) applicable provisions of the **Davis- Bacon Act** (40 U.S.C. 276a 276a-7), the **Copeland Act** (40 U.S.C. 276c), and the **Contract Work Hours and Safety Standards Act** (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a;
- (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the **Energy Policy and Conservation Act (P.L. 94-163).**

To demonstrate acknowledgement and understanding of the above listed Federal Requirements, vendor is required to sign below and return with bid response:

Vendor Name:	
Signature of Authorized Agent:	
Print Name and Title of above Agent:	

#### ADDENDA ACKNOWLEDGEMENT HISTORIC BUS EXTERIOR RESTORATION AND REPAINTING PQ No. 23-0010

The Purchasing Division will post addenda (if any) on the Bid Opportunities page: https://www.columbusga.gov/finance-2/bid-opportunities. It is the vendors' responsibility to periodically visit the page to check for addenda, both before the due date and prior to submitting a response in DemandStar.

#### IF ADDENDA WERE ISSUED:

By signing below, I acknowledge 1) I have received the addenda (if any) as indicated below, 2) my submittal reflects the changes to the specifications, and 3) my submittal includes the most recently revised forms (if any):

Authorized Signature	Print Name	
Business Name	Date	
(date)	ee any addenda listed fo	r this solicitation.
IF NO ADDENDA WERE ISSUED: By signing below, I acknowledge that I review	ed the Bid Opportunities	page referenced above on
Addendum No dated	Addendum No	dated
Addendum No dated	Addendum No	dated
Addendum No dated	Addendum No	dated
Addendum No dated	Addendum No	dated
Addendum No dated	Addendum No	dated

## CONTRACT SIGNATURE PAGE HISTORIC BUS EXTERIOR RESTORATION AND REPAINTING PQ No. 23-0010

The undersigned hereby declares that he has/they have carefully examined the specifications herein referred to and will provide all equipment, terms and services of the Consolidated Government of Columbus, Georgia:

	Signature of Authorized Representative Date
(Corporate seal, if applicable)	
	Print Name and Title of Signatory
	Company Name
Company Ordering Address	Company Payment Address
Contact	Contact
Email	Email
Telephone	Telephone
Fax	Fax
	VERNMENT OF COLUMBUS, GEORGIA  D APPROVED AS TO LEGAL FORM:
Isaiah Hugley, City Manager ATTEST:	Clifton C. Fay, City Attorney
Sandra T. Davis, Clerk of Council	

### **SOLICITATION ID: PQ No. 23-0010**

## HISTORIC BUS EXTERIOR RESTORATION AND REPAINTING

#### INSURANCE CHECKLIST

## CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE AND ENDORSEMENTS INDICATED BY "X"

CSL = Combined Single Limit; BI = Bodily Injury; PD=Property Damage

	Required Coverage(s)	Limits	Bidders
	•	(Figures denote minimums)	Limits/Response
X	1. Worker's Compensation and	STATUTORY	-
	Employer's Liability	REQUIREMENTS	
	<b>Comprehensive General Liability:</b>		
X	2. General Liability	\$1 Million CSL BI/PD each	
	Premises/Operations	occurrence, \$1 Million annual	
	_	aggregate	
X	3. Independent Contractors and Sub	\$1 Million CSL BI/PD each	
	- Contractors	occurrence, \$1 Million annual	
		aggregate	
	4. Products Liability	\$1 Million CSL BI/PD each	
		occurrence, \$1 Million annual	
		aggregate	
$\mathbf{X}$	5. Completed Operations	\$1 Million CSL BI/PD each	
		occurrence, \$1 Million annual	
		aggregate	
$\mathbf{X}$	6. Contractual Liability (Must be	\$ 1 Million CSL BI/PD each	
	shown on Certificate)	occurrence, \$1 Million annual	
		aggregate	
	Automobile Liability:		
$\mathbf{X}$	7. Owned/Hired/Non-Owned	\$1 Million BI/PD each Accident,	
	Vehicles/ Employer non-ownership	Uninsured Motorist	
	Other:		
	8. Miscellaneous Errors and	\$1 Million per occurrence/claim	
	Omissions		
X	9. Umbrella/Excess Liability	\$1 Million Bodily Injury,	
		Property Damage and Personal	
		Injury	
	10. Personal and Advertising Injury	\$1 Million each offense, \$1	
-	Liability	Million annual aggregate	
-	11. Professional Liability	\$1 Million per occurrence/claim	
<u> </u>	12. Architects and Engineers	\$1 Million per occurrence/claim	
-	13. Asbestos Removal Liability	\$2 Million per occurrence/claim	
	14. Medical Malpractice	\$1 Million per occurrence/claim	
	15. Medical Professional Liability	\$1 Million per occurrence/claim	
	16. Dishonesty Bond		

	Required Coverage(s)	Limits	Bidders		
		(Figures denote minimums)	Limits/Response		
	17. Builder's Risk	Provide Coverage in the full			
		amount of contract			
	18. XCU (Explosive, Collapse,				
	Underground) Coverage				
	19. USL&H (Long Shore Harbor				
	Worker's Compensation Act)				
	20. Contractor Pollution Liability	\$2 Million per occurrence/claim			
	21. Environmental Impairment	\$2 Million per occurrence/claim			
	Liability				
X	22. Carrier Rating shall be Best's Rati				
X	23. Notice of Cancellation, non-renewal or material change in coverage				
	shall be provided to City at least 30 days prior to action.				
X	24. The City shall be named Additional Insured on all policies				
X	25. Certificate of Insurance shall show Bid Number (PQ No. 23-0010)				
	and Bid Title (Historic Bus Exterior Restoration and Repainting)				
	26. Pollution:				

<sup>\*</sup>If offeror's employees will be using their privately-owned vehicles while working on this contract and are privately insured, please state that fact in the <u>Bidders Limits/Response</u> column of the insurance checklist.

#### **BIDDER'S STATEMENT:**

If awarded the contract	. I will comply	with contract ins	urance requirements	and provide th	ne required Certificate	(s).
ii awaraca me commuci	, I WILL COLLIDIY	With Continuet in	arance requirements	una provide u	ie regaired certificate	(0).

BIDDER NAME:		
AUTH. SIGNATURE:_		

#### **APPENDIX B**

#### **DEMANDSTAR**

### SUBMISSION REQUIREMENTS

Due to the COVID-19 pandemic, the Purchasing Division is suspending the receipt of hard copies of sealed responses and public solicitation openings until further notice. Effective immediately, responses must be submitted via DemandStar.

There is no cost to submit responses electronically through DemandStar; you will only incur a fee if you opt to receive e-notifications directly from DemandStar. You must select "Columbus Consolidated Government" as your free agency (see registration instructions). Solicitations may be accessed thru the DemandStar link that is posted at <a href="https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid\_Opportunities.htm">https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid\_Opportunities.htm</a> Per Georgia HB489, the Purchasing Division will continue to post solicitations on the Georgia Procurement Registry. To receive future procurement notifications, you must register with the Team Georgia Marketplace at <a href="http://doas.ga.gov/state-purchasing/suppliers/getting-started-as-a-supplier">http://doas.ga.gov/state-purchasing/suppliers/getting-started-as-a-supplier</a>.

Excluding responses to Requests for Proposals (RFP), a tabulation of responses will be available on DemandStar shortly after the solicitation closes. The Purchasing Division will also continue to post tabulations at <a href="https://www.columbusga.gov/finance/purchasing/docs/tabulations/bid">https://www.columbusga.gov/finance/purchasing/docs/tabulations/bid</a> tabulations.htm.

Failure to submit electronic responses, via DemandStar, will result in the rejection of your response. Submittals received via U.S. Postal Service, FedEx, UPS, etc., will be returned unopened at the expense of the sender. The Purchasing Division will not accept hand-delivered submittals, and will immediately discard any submittal left in the reception area of the Finance Department.

See following pages for an <u>Electronic Proposal Submission Requirements</u> Checklist and information for DemandStar.

The Purchasing Division sincerely appreciates your cooperation during these unprecedented times.

## ELECTRONIC QUOTE SUBMISSION CHECKLIST HISTORIC BUS EXTERIOR RESTORATION AND REPAINTING PQ 23-0010

#### Please submit your electronic response as indicated below:

		Vendors shall submit <u>only</u> the required documents listed using the "Bidder Response ALL DOCUMENTS" function.
The	City	will not consider any information submitted as "Supplemental Documentation".
		e size limitations, please <u>do not</u> re-send the City's quote request document as this on is already on file.
	ndors epted	shall submit one PDF file of proposal. Zip files with multiple folders will not be
	1.	BID FORM AND PRICING PAGE (FORM 1)
	2.	STATEMENT OF QUALIFICATIONS AND WORK GUARANTEE (FORM 2)
	3.	AFFIDAVIT FOR E-VERIFY/GSICA (FORM 3)
	4.	COMMUNICATION CONCERNING THIS SOLICITATION (FORM 4)
	5.	FEDERAL COMPLIANCE (FORM 5)
	6.	ADDENDA ACKNOWLEDGEMENT (FORM 6)
	7.	CONTRACT SIGNATURE PAGE (FORM 7)
	8.	INSURANCE CHECKLIST (FORM 8)
	9.	PROJECT TIMELINE
	10.	BUSINESS LICENSE
	11.	PAGE 1 OF FORM W-9 (https://www.irs.gov/pub/irs-pdf/fw9.pdf)

Please note: After award of contract, awarded vendor will be notified to provide one (1) hard copy of submitted bid with original signatures. The awarded vendor will receive a digital copy of the purchase order and executed contract (if applicable).

## Registering for DemandStar



We are pleased to announce our membership in the DemandStar network. DemandStar is an online marketplace that connects our suppliers directly to the bids, quotes and RFPs that matter to them.

DemandStar is open and accessible to all businesses and provides instant access to our solicitations. By registering for your complimentary DemandStar account, you will receive:

- Instant access to bids, quotes and RFPs
- Automatic notifications, right to you inbox, of bids that match the commodity codes you select
- The ability to quickly view the contractual terms and scope of work
- · All the forms and documents you need in one place
- Access to more government bids in neighboring cities, counties and states

#### It's EASY! Get started with these 3 easy steps!

#### 1 REGISTER

Go to:

https://www.demandstar.com/registration

Create	an	Account	with	DemandStar

You are one step away from picking your free government agency

#### **Email Address**

Your email address here

#### Company Name

Your company name here

I accept the DemandStar Terms of Use and Privacy Policy

Next



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#### 2 CHOOSE YOUR FREE AGENCY

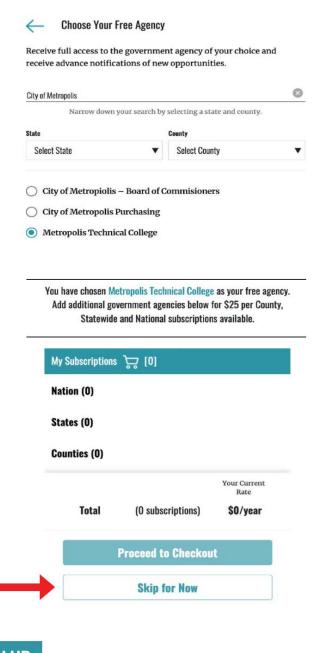
Type in the name of the government agency you'd like to add, for example "City of Metropolis" in the Search Box

Check out with your FREE AGENCY

additional counties and States

Registration by clicking "Skip for now" on the page where it gives you options to add

**3 CHECK OUT** 



SIGN UP

Visit www.demandstar.com



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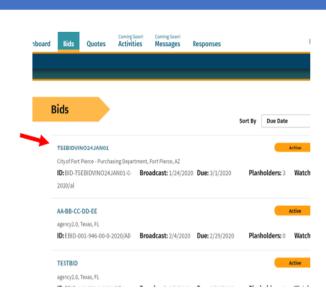
# Responding to an Electronic Bid

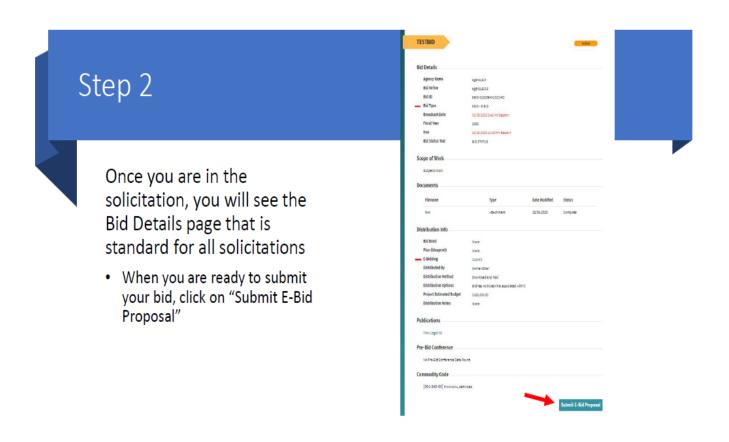
5 Step Instructions

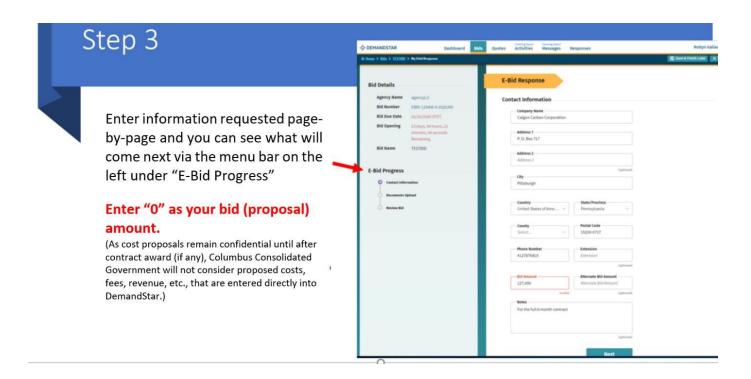
## Step 1

Many governments are moving toward requiring bid responses electronically. Here are the steps to respond to a bid Electronically.

• Click on the solicitation name







### Step 4

After you click NEXT on the Contract Information page, you will be directed to enter the documents required.

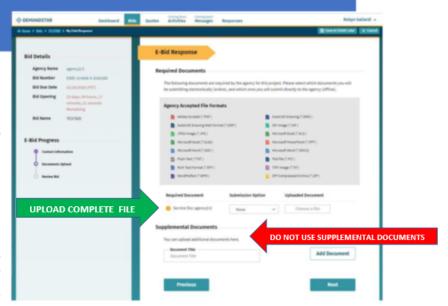
Create one (1) file containing <u>only</u> the required documents listed on the "Electronic Proposal Submission Checklist" page of the specifications and upload using the "Bidder Response ALL Documents" function.

**NOTE:** Out of fairness to all vendors, the City will not consider any information submitted using the "Supplemental Documents" function.

Due to file size limitations, please <u>do not</u> include the City's specification document in your uploaded response as this information is already on file. Font and page limitations may also apply.

BEST PRACTICE TIP: In some instances, multiple addenda may be issued for a solicitation. To avoid having to re-upload your firm's response file multiple times, it is recommended that vendors upload within five (5) business days of the due date. The City posts all documents, to include addenda, on the Finance Department Bid Opportunities web

https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid Opportunities.htm.



## Step 5

Review Your E-Bid Response, and if everything is correct, then press "Submit Response"

You are done! And the government to which you've submitted this will download your responses and documents and see the day and time upon which you submitted your proposal.

